

CONTRACT DOCUMENTS

**CITY OF LINCOLN
NEBRASKA**

**ANNUAL REQUIREMENTS
FOR
Fire Suppression Inspection, Testing and Maintenance
Quote No. 4913**

**Jacobsen Fire Equipment
140 W. Cornhusker Hwy
Lincoln, NE 68521
(402)314-0155**

**CITY OF LINCOLN
CONTRACT TERMS**

THIS CONTRACT, made and entered into by and between **Jacobsen Fire Equipment, 140 W. Cornhusker Hwy, Lincoln, Ne 68521**, hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called "City".

WHEREAS, the City has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

Annual Requirements for Fire Suppression Inspection, Testing and Maintenance,
Quote No. 4913

and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the City, in the manner and at the time specified, a sealed Proposal/Supplier Response in accordance with the terms of said advertisement; and,

WHEREAS, the City, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals/Supplier Responses submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal/Supplier Responses, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the City has agreed and hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute and complete all Work included in and covered by the City's award of this Contract to the Contractor, such award being based on the acceptance by the City of the Contractor's Proposal, or part thereof, as follows:

Agreement to lines 1-4 and 7 of the Contractor's Proposal

2. The City agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefore, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the City:

The City will pay for products/service, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract. The City shall order on an as needed basis for the duration of the contract. The total cost of products or services for City departments shall not exceed \$500.00 plus any additional cost for repairs not to exceed \$2,000.00 each year, for a total not to exceed \$10,000.00 during the contract term without approval.

3. **Equal Employment Opportunity.** In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color,

religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

4. E-Verify. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.
5. Termination. This Contract may be terminated by the following:
 - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
 - 5.2) Termination for Cause. The City may terminate the Contract for cause if the Contractor:
 - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
 - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
 - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the City will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
6. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
7. Period of Performance. This Contract shall be effective upon execution by both parties. The term of the Contract shall be a four (4) year term.

8. The Contract Documents comprise the Contract, and consist of the following:

1. Contract Terms
2. Accepted Proposal/Supplier Response
3. Addendums No. 1 and 2
4. Special Provisions
5. Specifications
6. Aging Inspection Report
7. Information Services Inspection Report
8. Parks and Recreation Inspection Report
9. Bonds
10. Instructions to Bidders
11. Insurance Requirements
12. Sales Tax Exemption Form 13

The herein above mentioned Contract Documents form this Contract and are a part of the Contract as if hereto attached.

The Contractor and the City hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

CITY OF LINCOLN, NEBRASKA

City Clerk

Chris Beutler, Mayor

Approved by:

Approved by Resolution No. _____

Dated _____

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

_____(SEAL)
Secretary

Ash Fire & Safety Co.
Name of Corporation

140 W Cornhusker Hwy
(Address)

By: [Signature]
Duly Authorized Official

President
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Jacobsen Fire Equipment Co.
Name of Organization

Fire & Safety Equipment
Type of Organization

140 W. Cornhusker Hwy
(Address)

By: Jeff Thomas
Member

By: Mark Ash
Member

IF AN INDIVIDUAL:

Name

Address

Signature

COMMENTARY TO ACCOMPANY BONDS

A. GENERAL INFORMATION

Bonds are required by statutes for public work in many jurisdictions and are widely used for other projects as well.

The Performance Bond is an instrument that is used to assure the availability of funds to complete the project.

The objective underlying the re-writing of bond forms is to make it more understandable to provide guidance to users. The intention was to define the rights and responsibilities of the parties, without changing the traditional rights and responsibilities that have been decided by the courts. The new bond form provides helpful guidance regarding time periods for various notices and actions and clarify the extent of available remedies.

The concept of pre-default meeting has been incorporated into the Performance Bond. All of the participants favored early and informal resolution of the problems that may precipitate a default, but some Surety companies were reluctant to participate in pre-default settings absent specific authorization in the bond form.

The responsibilities of the Owner and the options available to the Surety when a default occurs are set forth in the Performance Bond.

Normally the amount of the bond is 100 percent of the contract amount.

B. COMPLETING THE FORMS

Bonds have important legal consequences; consultation with an attorney and a bond specialist is encouraged with respect to federal, state and local laws applicable to bonds and with respect to completing or modifying the bond forms.

Bond forms have a similar format and the information to be filled in is ordinarily the same on both bonds. If modification is necessary, the modifications may be different.

The bond form is prepared for execution by the Contractor and the Surety. Evidence of authority to bind the Surety is usually provided in the form of a power of attorney designating the agent who is authorized to sign on behalf of the Surety. The power of attorney should be filed with the signed bond.

Preferably the bond date should be the same date as the contract, but in no case should the bond date precede the date of the contract.

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR:

Jacobsen Fire Equipment
140 W. Cornhusker Hwy
Lincoln, NE 68521

SURETY (Name and Principal
Place of Business):

Old Republic Surety
P.O. Box 1976
Des Moines, IA 50305-9965

Owner:

City of Lincoln
555 South 10th St.
Lincoln, NE 68508

CONTRACT

Date: September 15, 2014
Amount: \$3,000.00

Description:

For all labor, material and equipment necessary for Annual Requirements for Fire Suppression Inspection, Testing and Maintenance, Quote 4913. (Bond to cover 9-15-2014 to 9-15-2015 Only)

BOND #RCN2120523

Date: September 15, 2014

Amount: \$3,000.00

Modifications to this Bond Form:

CONTRACTOR AS PRINCIPAL

Company: Jacobsen Fire Equipment (Corp. Seal)

SURETY

Company: Old Republic Surety



Signature: _____

Name and Title: _____

[Handwritten Signature] President

Signature: _____

Name and Title: Mary E. Kent, Attorney in Fact

[Handwritten Signature]

EJCDC NO. 1910-28a (1984 Edition)

Prepared through the joint efforts of The Surety Assoc. of America, Engineers' Joint Contract Documents Committee, The Associated General Contractors of America, and the American Institute of Architects.

1. The Contractor and the Surety, jointly and severally, bind themselves their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Contract, which is incorporated herein by reference.
2. If the Contractor performs the Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
 - 3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below, that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default and
 - 3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Sub-paragraph 3.1; and
 - 3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Contract or to a contractor selected to perform the Contract in accordance with the terms of the contract with the Owner.
4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Contract, or
 - 4.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default, or
 - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 1. After investigation, determine the amount for which it may be liable to the Owner and as soon as practicable after the amount is determined tender payment therefore to the Owner; or
 2. Deny liability in whole or in part and notify the Owner citing reasons therefore.
5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4 and the Owner refuses payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
6. After the Owner has terminated the Contractor's right to complete the Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, the Surety is obligated without duplication for:
 - 6.1 The responsibilities of the Contractor for correction of defective work and completion of the Contract;
 - 6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and
 - 6.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the Contractor.
7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.
8. The Surety hereby waives notice of any change, including changes of time, to the Contractor or to related sub-contracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the contract was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Definitions.
 - 12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Contract.
 - 12.2 Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
 - 12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

J. SCOTT NELSON, ROBERT REYNOLDSON, MARY E. KENT, ROBERT A. WICK, TRACY J. ABBOTT, OF LINCOLN, NE

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$10,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED AN AGGREGATE OF ONE MILLION FIVE HUNDRED THOUSAND (\$1,500,000)----- FOR ANY SINGLE OBLIGATION, REGARDLESS OF THE NUMBER OF INSTRUMENTS ISSUED FOR THE OBLIGATION.

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

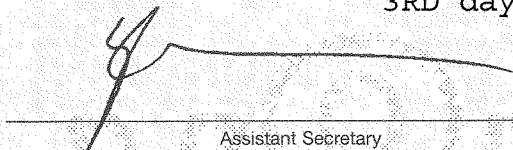
- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

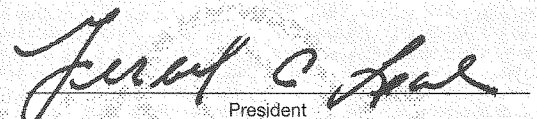
IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this

3RD day of JUNE, 2010.

OLD REPUBLIC SURETY COMPANY

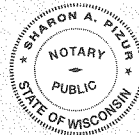

Assistant Secretary

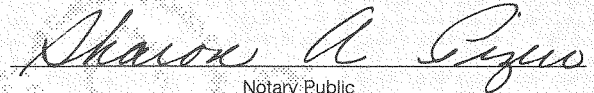



President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 3RD day of JUNE, 2010, personally came before me, GERALD C. LEACH and RICK A. JOHNSON to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.




Notary Public

My commission expires: 12/02/2012

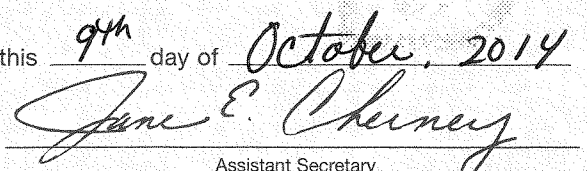
CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

40-1361



Signed and sealed at the City of Brookfield, WI this 9th day of October, 2014


Assistant Secretary

UNICO INSURANCE GROUP, INC.

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTI-COLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS VOID.

Certified Statement Pursuant to Neb. Rev. Stat. § 77-1323

§ 77-1323 Every person, partnership, limited liability company, association, or corporation furnishing labor or material in the repair, alteration, improvement, erection, or construction of any public improvement shall furnish a certified statement to be attached to the contract that all equipment to be used on the project, except that acquired since the assessment date, has been assessed for taxation for the current year, giving the county where assessed.

Pursuant to Neb. Rev. Stat. § 77-1323, I, Jeff Thomas, do hereby certify that all equipment to be used on City Bid No. 4913, except that equipment acquired since the assessment date, has been assessed for taxation for the current year, in Lancaster County, Nebraska.

DATED this 2 day of Oct, 2014.

By: [Signature]
Title: President

STATE OF NEBRASKA

COUNTY OF Lancaster

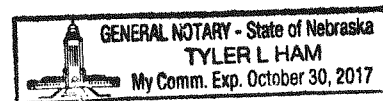
)
)ss.
)

On October 2nd, 2014, before me, the undersigned Notary Public duly commissioned for and qualified in said County, personally came Jeff Thomas, to me known to be the identical person, whose name is affixed to the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.

[Signature]
Notary Public

(SEAL)



City of Lincoln/Lancaster County (Lincoln Purchasing) Supplier Response

Bid Information

Bid Creator Shelly Hinze, Buyer
Email rhinze@lincoln.ne.gov
Phone 1 (402) 441-8313
Fax 1 (402) 441-6513

Bid Number 4913 Addendum 2
Title Annual Requirements for Fire
Suppression Inspection,
Testing and Maintenance

Bid Type Quote
Issue Date 08/21/2014
Close Date 9/3/2014 11:00:00 PM CT
Need by Date

Contact Information

Address Purchasing
440 S. 8th St.
Lincoln, NE 68508
Contact Shelly Hinze, Buyer

Department
Building Suite 200
Floor/Room
Telephone 1 (402) 441-8313
Fax 1 (402) 441-6513
Email rhinze@lincoln.ne.gov

Ship to Information

Address
Contact
Department
Building
Floor/Room
Telephone
Fax
Email

Supplier Information

Company JACOBSEN FIRE EQUIPMENT
Address 140 W Cornhusker HWY
Lincoln, NE 68521
Contact Jeff Thomas
Department
Building
Floor/Room
Telephone 1 (402) 314-0155
Fax 1 (402) 474-4211
Email info@jacobsenfireequipment.com
Submitted 9/2/2014 11:08:30 AM CT
Total \$2,160.00

Signature _____

Supplier Notes

Thank you!

Bid Notes

Added addendum 2

Bid Activities

Bid Messages

Please review the following and respond where necessary

| # | Name | Note | Response |
|----|---------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| 1 | Bid Documents | I acknowledge and accept that it is my responsibility as a Bidder to promptly notify the Purchasing Department Staff prior to the close of the bid of any ambiguity, inconsistency or error which I may discover upon examination of the bid documents including, but not limited to the Specifications. | Yes |
| 2 | Instructions to Bidders | I acknowledge reading and understanding the Instructions to Bidders. | Yes |
| 3 | Insurance Requirements | I acknowledge reading and understanding the Insurance Requirements. | Yes |
| 4 | Specifications | I acknowledge reading and understanding the specifications. | Yes |
| 5 | Special Provision Term Contract Provisions | I acknowledge reading and understanding the Special Provision Term Contract Provisions. | Yes |
| 6 | Sample Contract | I acknowledge reading and understanding the sample contract. | Yes |
| 7 | Term Clause with Escallation/De-Escalation | I acknowledge that the term of the contract will be a (4) four year term from the date of the executed contract. (a) Bid prices firm for the first full contract period. YES or NO (b) Bid prices subject to escalation/de-escalation YES or NO (c) If (b), state period for which prices will remain firm: through _____ | (A)yes (B) No (4)2018 |
| 8 | Performance/Payment Bonds | I acknowledge that a Performance Bond and a Payment Bond each in the amount of \$3,000.00 will be required with the signed contract upon award of this job. | Yes |
| 10 | Employee Class Act EO | I acknowledge reading and understanding the Employee Classification Act, Executive Order 83319. | Yes |
| 11 | Employee Class Act Affidavit | I acknowledge if awarded the contract I will abide by the law, notarize and attach the Employee Classification Act Affidavit to my contract. | Yes |
| 12 | Percentage Markup of Material, Excluding Freight. | Percentage Markup of Material, Excluding Freight. ONLY ENTER A NUMBER IN THE SPACE PROVIDED! An invoice showing the material type AND cost of material from 3rd Party Vendor may be requested with the final invoice to verify quoted price. | 25% |
| 13 | References | LIST two references including a contact person, address, telephone number and a listing of the type of work completed for them. Information can be listed in this section or attached to the response attachment section of your bid. ONE REFERENCE MUST BE A CORRECTION TYPE FACILITY. | Yes |
| 14 | Bid award | I acknowledge and understand that the City, County and/or Public Building Commission reserves the right to award bids item-by-item, with or without alternates/options, by groups, or "lump sum" such as shall best serve the requirements and interests of the City, County and/or Public Building Commission. If your pricing is based on an all-or-nothing basis, please indicate so in the Supplier Notes section of your E-Bid response. | Yes |

| | | | |
|----|-----------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|
| 15 | Labor Rate Regular Hours | List your labor rate per hour for regular hours from 8:00am - 4:00pm | \$40.00 |
| 16 | Labor Rate After Hours/Emergency Hours/Weekend Rate | List your labor rate per hour for after hours/emergency hours/Weekend rate. After Hour Rate \$_____ Emergency Rate \$_____ Weekend Rate \$_____. | \$45.00/\$55.00/\$65.00 |
| 17 | 165 Degree Replacement of Fuse Links | List your price to replace a 165° fuse link | 9.00 |
| 18 | 360 Degree fuse link replacement | List your price to replace a 360° fuse link | 9.00 |
| 19 | 450 Degree fuse link replacement | List your price to replace a 450° fuse link | 9.00 |
| 20 | 500 Degree fuse link replacement | List your price to replace a 500° fuse link | 9.00 |
| 21 | Hydro-Test | List your price for Hydro-Test tank connected to the suppression system. | \$200-\$265.00 |
| 22 | Extinguisher Hydro-Test | List your price for Hydro-Test for fire extinguisher associated with the suppression system. | 6.00 |
| 23 | 5 lb. recharge | List your price to recharge a 5 pound extinguisher in the area for the suppression system. | 8.00 |
| 24 | 10 lb. recharge | List your price to recharge a 10 pound extinguisher in the area for the suppression system. | 11.50 |
| 25 | Contact | Name of person submitting this bid: | Jeff Thomas-President |
| 26 | Electronic Signature | Please check here for your electronic signature. | Yes |
| 27 | Agreement to Addendum No. 1 | Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information. | Yes |
| 28 | Agreement to Addendum No. 2 | Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information. | Yes |
| 29 | Certification | I acknowledge that I have attached our companies certification(s) of the suppression systems that I have been certified in under the suppliers response attachment section. | Jeff Thomas-President |

Line Items

| # | Qty | UOM | Description | Response |
|------------------------------------------------------------------------------------------------|-----|-------------|----------------------------------------------------------------------------------------------------------------------------------------|----------|
| 1 | 2 | Ea per year | Belmont Rec Center Semi Annual Inspection, Testing and Maintenance - 1234 Judson Street, consists of 1 hood | \$40.00 |
| Item Notes: Unit price is per (1) semi annual inspection, testing and maintenance for 1 hood | | | | |
| Supplier Notes: | | | | |
| 2 | 2 | Ea per year | "F" Street Rec Center Semi Annual Inspection, Testing and Maintenance - 1225 "F" Street, consists of 1 hood | \$40.00 |
| Item Notes: Unit price is per (1) semi annual inspection, testing and maintenance for 1 hood | | | | |
| Supplier Notes: | | | | |
| 3 | 2 | Ea per year | Star City Shores Semi Annual Inspection, Testing and Maintenance - 4376 South 33 Street, consists of 1 hood | \$40.00 |
| Item Notes: Unit price is per (1) semi annual inspection, testing and maintenance for 1 hood | | | | |
| Supplier Notes: | | | | |
| 4 | 2 | Ea per year | Aging Downtown Sr. Center Semi Annual Inspection, Testing and Maintenance - 1005 "O" Street, consists of 1 hood | \$40.00 |
| Item Notes: Unit price is per (1) semi annual inspection, testing and maintenance for 1 hood | | | | |
| Supplier Notes: | | | | |
| 5 | 2 | Ea per year | Lancaster Adult Probation Main Kitchen Semi Annual Inspection, Testing and Maintenance - 3801 West "O" Street, consists of 2 hoods | \$80.00 |
| Item Notes: Unit price is per (1) semi annual inspection, testing and maintenance for 2 hoods. | | | | |
| Supplier Notes: | | | | |
| 6 | 2 | Ea per year | Lancaster Adult Probation Staff Dining Hall Semi Annual Inspection, Testing and Maintenance - 3801 West "O" Street, consists of 1 hood | \$40.00 |
| Item Notes: Unit price is per (1) semi annual inspection, testing and maintenance for 1 hood | | | | |
| Supplier Notes: | | | | |
| 7 | 2 | Ea per year | Information Services Semi Annual Inspection, Testing and Maintenance - 233 South 10th Street | \$40.00 |
| Item Notes: Unit price is per (1) semi annual inspection, testing and maintenance | | | | |
| Supplier Notes: | | | | |

| | | | | |
|---|---|-------------|-----------------------------------------------------------------------------------------------------------------------|---------|
| 8 | 2 | Ea per year | Pinnacle Bank Arena Semi Annual Inspection, Testing and Maintenance for Room C511 - 600 R Street, consists of 2 hoods | \$80.00 |
|---|---|-------------|-----------------------------------------------------------------------------------------------------------------------|---------|

Item Notes: Unit price is per (1) semi annual inspection, testing and maintenance for 2 hoods.

Supplier Notes:

| | | | | |
|---|---|-------------|----------------------------------------------------------------------------------------------------------------------|---------|
| 9 | 2 | Ea per year | Pinnacle Bank Arena Semi Annual Inspection, Testing and Maintenance for Room A521 - 600 R Street, consists of 1 hood | \$40.00 |
|---|---|-------------|----------------------------------------------------------------------------------------------------------------------|---------|

Item Notes: Unit price is per (1) semi annual inspection, testing and maintenance for 1 hood.

Supplier Notes:

| | | | | |
|----|---|-------------|-------------------------------------------------------------------------------------------------------------------------------|---------|
| 10 | 2 | Ea per year | Pinnacle Bank Arena Semi Annual Inspection, Testing and Maintenance for Level 4 Pizza Oven - 600 R Street, consists of 1 hood | \$40.00 |
|----|---|-------------|-------------------------------------------------------------------------------------------------------------------------------|---------|

Item Notes: Unit price is per (1) semi annual inspection, testing and maintenance for 1 hood.

Supplier Notes:

| | | | | |
|----|---|-------------|---------------------------------------------------------------------------------------------------------------------------|---------|
| 11 | 2 | Ea per year | Pinnacle Bank Arena Semi Annual Inspection, Testing and Maintenance for Room C305 Area - 600 R Street, consists of 1 hood | \$40.00 |
|----|---|-------------|---------------------------------------------------------------------------------------------------------------------------|---------|

Item Notes: Unit price is per (1) semi annual inspection, testing and maintenance for 1 hood.

Supplier Notes:

| | | | | |
|----|---|-------------|----------------------------------------------------------------------------------------------------------------------|---------|
| 12 | 2 | Ea per year | Pinnacle Bank Arena Semi Annual Inspection, Testing and Maintenance for Room D305- 600 R Street, consists of 2 hoods | \$80.00 |
|----|---|-------------|----------------------------------------------------------------------------------------------------------------------|---------|

Item Notes: Unit price is per (1) semi annual inspection, testing and maintenance for 2 hoods.

Supplier Notes:

| | | | | |
|----|---|-------------|----------------------------------------------------------------------------------------------------------------------|---------|
| 13 | 2 | Ea per year | Pinnacle Bank Arena Semi Annual Inspection, Testing and Maintenance for Room D314- 600 R Street, consists of 2 hoods | \$80.00 |
|----|---|-------------|----------------------------------------------------------------------------------------------------------------------|---------|

Item Notes: Unit price is per (1) semi annual inspection, testing and maintenance for 2 hoods.

Supplier Notes:

| | | | | |
|----|---|-------------|-----------------------------------------------------------------------------------------------------------------------|---------|
| 14 | 2 | Ea per year | Pinnacle Bank Arena Semi Annual Inspection, Testing and Maintenance for Room A305 - 600 R Street, consists of 2 hoods | \$80.00 |
|----|---|-------------|-----------------------------------------------------------------------------------------------------------------------|---------|

Item Notes: Unit price is per (1) semi annual inspection, testing and maintenance for 2 hoods.

Supplier Notes:

| | | | | |
|----|---|----------------|-------------------------------------------------------------------------------------------------------------------------|---------|
| 15 | 2 | Ea per year | Pinnacle Bank Arena Semi Annual Inspection, Testing and Maintenance for Club Room - 600 R Street, consists of 1 hood | \$40.00 |
|----|---|----------------|-------------------------------------------------------------------------------------------------------------------------|---------|

Item Notes: Unit price is per (1) semi annual inspection, testing and maintenance for 1 hood.

Supplier Notes:

| | | | | |
|----|---|----------------|--------------------------------------------------------------------------------------------------------------------|---------|
| 16 | 2 | Ea per year | Pinnacle Bank Arena Semi Annual Inspection, Testing and Maintenance for D157 - 600 R Street, consists of 1 hood | \$40.00 |
|----|---|----------------|--------------------------------------------------------------------------------------------------------------------|---------|

Item Notes: Unit price is per (1) semi annual inspection, testing and maintenance for 1 hood.

Supplier Notes:

| | | | | |
|----|---|----------------|---------------------------------------------------------------------------------------------------------------------------|----------|
| 17 | 2 | Ea per year | Pinnacle Bank Arena Semi Annual Inspection, Testing and Maintenance for Room A113B - 600 R Street, consists of 6 hoods | \$240.00 |
|----|---|----------------|---------------------------------------------------------------------------------------------------------------------------|----------|

Item Notes: Unit price is per (1) semi annual inspection, testing and maintenance for 6 hoods.

Supplier Notes:

| | |
|-----------------|------------|
| Response Total: | \$2,160.00 |
|-----------------|------------|

City Bid Referrals:

Jeff Laabs, Buyer III

Nebraska Department of Corrections, Purchasing Department Folsom & W. Prospector Place Bldg. #1
Lincoln, NE 68509-4661

Phone: 402-479-5646

Fax: 402-479-5663

*Extinguishers

TECUMSEH STATE CORRECTIONAL INSTITUTE

2725 NORTH HIGHWAY 50

TECUMSEH, NE 68450

Sara Fylnn: 402-335-5159

*Extinguishers

NEBRASKA MILITARY DEPARTMENT

FACILITY MANAGEMENT OFFICE

2433 NW 24TH STREET

LINCOLN, NE 68524-1801

JOHN KEANE 402-429-5759

*Extinguishers & System Inspections



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/25/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | |
|------------------------------------------------------------------------------------------------------|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| PRODUCER UNICO Group, Inc. 4435 O Street Lincoln NE 68510 | | CONTACT NAME: Danielle Conkel PHONE (A/C No. Ext): (402) 434-7200 FAX (A/C No.): (402) 434-7272 E-MAIL ADDRESS: dconkel@unicogroup.com | |
| INSURED Ash Fire & Safety dba Jacobsen Fire 140 W Cornhusker Hwy Lincoln NE 68521 | | INSURER(S) AFFORDING COVERAGE INSURER A: Acuity INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: | |
| | | NAIC # 14184 | |

COVERAGES **CERTIFICATE NUMBER:** 14/15 BA WC **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|---------------|-------------------------|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$ |
| A | <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | X99089 | 7/1/2014 | 7/1/2015 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A | | X99089 | 7/1/2014 | 7/1/2015 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

City of Lincoln
Purchasing Office
440 S. 8th Street
Suite 200
Lincoln, NE 68508

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Chad Ideus/ABORDE

ACORD 25 (2010/05)

INS025 (201005).01

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The ACORD name and logo are registered marks of ACORD



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/25/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|--------------------------------------|
| PRODUCER Allied Insurance Managers Inc. 1055 South Blvd. East Suite #110 Jacobsen Fire Rochester Hills MI 48307 | CONTACT NAME: Kathy Czerkis | |
| | PHONE (A/C, No. Ext): (248) 853-0930x1140 | FAX (A/C, No): (248) 853-1512 |
| INSURED Ash Fire & Safety Company DBA: Jacobsen Fire Equipment 140 W. Cornhusker Hwy Lincoln NE 68521 | E-MAIL ADDRESS: kczerkis@alliedinsmgr.com | |
| | INSURER(S) AFFORDING COVERAGE | |
| | INSURER A: Tudor Insurance Company | |
| | INSURER B: | |
| | INSURER C: | |
| | INSURER D: | |
| INSURER E: | | |
| INSURER F: | | |
| NAIC # | | |

COVERAGES **CERTIFICATE NUMBER:** 14/15 Master **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|--------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|--------------------------------------------------------|-------------------------|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | PGP0773292 | 7/1/2014 | 7/1/2015 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC | | | | | | |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | | |
| | A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE | | | XOBW5293814 | 7/1/2014 | 7/1/2015 |
| DED <input checked="" type="checkbox"/> RETENTION \$ 0 | | | | EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 | | | |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | | | | WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
City of Lincoln, its officials, employees and volunteers are named as Additional Insureds with respect to General Liability coverage for work performed by the Named Insured including products and completed operations. Umbrella follows form.

| | |
|------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| CERTIFICATE HOLDER City of Lincoln Purchasing Office 440 S. 8th Street Suite 200 Lincoln, NE 68508 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Jayson Bass/KAC |
|------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**F
P
C
LTD**

FIRE PROTECTION CERTIFICATION

This Certifies That

MARK ASH
JACOBSEN FIRE EQUIPMENT


**Has successfully completed a training seminar
on the service and maintenance of**

**PRE - ENGINEERED RESTAURANT
FIRE SUPPRESSION SYSTEMS**

**Service Technician Certification per NFPA 17A, 96 & ICC
8 HOUR COURSE**

June 5, 2014
Omaha, NE

This certificate expires three years from the date of issue #0115064


Director of Training

**F
P
C
LTD**

FIRE PROTECTION CERTIFICATION

This Certifies That

JEFF THOMAS
JACOBSEN FIRE EQUIPMENT

**Has successfully completed a training seminar
on the service and maintenance of
PRE - ENGINEERED RESTAURANT
FIRE SUPPRESSION SYSTEMS**

**Service Technician Certification per NFPA 17A, 96 & ICC
8 HOUR COURSE**

June 5, 2014
Omaha, NE

This certificate expires three years from the date of issue #0115063


Director of Training



National Association of Fire Equipment Distributors

CERTIFIES

*Jacobsen Fire Equipment Inc.
Lincoln, NE*

As a member of the association, this company is dedicated to raising the standards of the fire equipment industry through cooperative efforts with other distributors and manufacturers in areas of education, better standards, more effective legislation, and professional service for the benefit of the general public in all aspects of fire prevention and protection.

2014

Member Through

President

Don May



Amerex Corporation
P.O. Box 81
Trussville, AL 35173-0081
205-655-3271
FAX: 205-655-3279

August 28, 2014

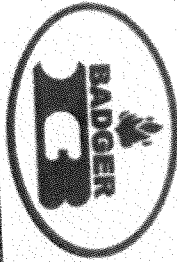
To Whom It May Concern:

This letter is to certify that Ash Fire and Safety Co Inc, D/B/A Jacobsen Fire Equipment, based in Lincoln, Nebraska is an Authorized Amerex Distributor. Feel free to call if you have any additional questions.

Regards,

Mandy Stanford

Mandy Stanford
Amerex Corporation
Customer Service Associate
205-655-3271 X350
mstanford@amerex-fire.com



A UTC Fire & Security Company

Certificate of Completion

This is to certify that

Jeff Thomas

An employee of

Jacobsen Fire Equipment Co., Lincoln, NE, USA

an AUTHORIZED BADGER DISTRIBUTOR

has successfully completed a certification training session covering design, installation, operation and maintenance and has demonstrated a practical knowledge of the following Badger systems/products:

Badger Range Guard Wet Chemical Fire Suppression System



Issue Date: October 12, 2011

Expiration Date: October 12, 2014

Certificate No: 28571


David Van Zandt, Senior Applications Engineer

This certificate is non-transferable. Certificate is only valid as long as the above named company employs the certified individual. Acceptance of this certificate implies agreement to abide by the terms of distributor agreement by the above named company and individual. Any violation or alteration of this certificate will result in the immediate voiding of this certificate.



A UTC Fire & Security Company

Certificate of Completion

This is to certify that

Jeff Thomas

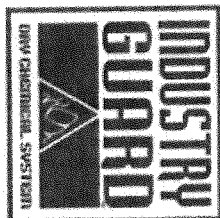
An employee of

Jacobsen Fire Equipment Co., Lincoln, NE, USA

an AUTHORIZED BADGER DISTRIBUTOR

has successfully completed a certification training session covering design, installation, operation and maintenance and has demonstrated a practical knowledge of the following Badger systems/products:

Badger Industry Guard Dry Chemical Fire Suppression System




David Van Zandt, Senior Applications Engineer

Issue Date: October 13, 2011

Expiration Date: October 13, 2014

Certificate No: 28571

This certificate is non-transferable. Certificate is only valid as long as the above named company employs the certified individual. Acceptance of this certificate implies agreement to abide by the terms of distributor agreement by the above named company and individual. Any violation or alteration of this certificate will result in the immediate voiding of this certificate.



National Fire Protection Association

Be it known that NFPA recognizes

JEFF THOMAS

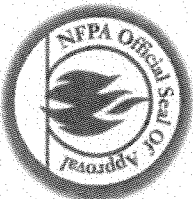
as a Member in Good Standing and is entitled to
all the rights, honors and privileges of membership.

August 13, 2014

Date of Issue



Jim Pauley, President



In witness thereof, the Seal of this Association
and the signature of its duly appointed officer is
affixed to this certificate.

Nebraska Department of Labor
Contractor Registration
550 So. 16th Street, Lincoln, NE 68508
(402) 471 - 2239

Date Issued
04/01/2014

Date Expires
04/01/2015

Fee Paid: \$40.00

CONTRACTOR REGISTRATION CERTIFICATE

This certificate is non-transferable

Registration #

36717

Year
14

Business:
JACOBSEN FIRE EQUIPMENT
140 WEST CORNHUSKER
LINCOLN, NE 68521

Catherine D. Long
Commissioner of Labor

11-CRA

info@jacobsenfireequipment.com

From: Mathews, James BIS <Jim.Mathews@SupraSystems.com>
Sent: Thursday, August 28, 2014 9:09 PM
To: info@jacobsenfireequipment.com
Subject: Jacobson Fire

To whom it may concern:

Jacobsen Fire Equipment Company, 140 W. Cornhusker Highway in Lincoln, Nebraska is currently a Kidde Safety and Badger Fire Authorized Distributor.

Best Regards,

Jim Mathews
Regional Sales Manager
Kidde Safety / Badger Fire
A UTC Company

816-898-7569 Cell
816-781-5595 Office

Jim.Mathews@fs.utc.com



Amerex Corporation
P.O. Box 81
Trussville, AL 35173-0081
205-655-3271
FAX: 205-655-3279

August 28, 2014

To Whom It May Concern:

This letter is to certify that Ash Fire and Safety Co Inc, D/B/A Jacobsen Fire Equipment, based in Lincoln, Nebraska is an Authorized Amerex Distributor. Feel free to call if you have any additional questions.

Regards,

Mandy Stanford

Mandy Stanford
Amerex Corporation
Customer Service Associate
205-655-3271 X350
mstanford@amerex-fire.com

We/Dry Chemical Journeyman

This Certifies that
MARK ASH
holds certificate No. KJ64
in the City of Lincoln, Nebraska
Registration expires on 5/31/2015

Paul F. Mada
Secretary, Fire Examining Board

Gas Extinguishing System

Apprentice
This Certifies that
JEFF THOMAS
holds certificate No. KAG20
in the City of Lincoln, Nebraska
Registration expires on 5/31/2015

Paul F. Mada
Secretary, Fire Examining Board

We/Dry Chemical Contractor

This Certifies that
JEFF THOMAS
holds certificate No. KM31
in the City of Lincoln, Nebraska
Registration expires on 5/31/2015

Paul F. Mada
Secretary, Fire Examining Board

**Annual Requirements for
Fire Suppression System
Inspection, Testing and Maintenance**

1. SUPPLEMENTAL TO INSTRUCTIONS TO BIDDERS

- 1.1 The City of Lincoln, Lincoln Lancaster County and Public Building Commission (hereafter referred to as "Owners") will enter into a contract for the Annual Requirements for Fire Suppression System Inspection, Testing and Maintenance.
 - 1.1 Contractor shall be responsible for furnishing all materials, supplies, equipment, parts and labor for service, maintenance, inspection test, calibration, modifications, retrofit and/or repairs.
- 1.2 The contract term shall be a four (4) year term from the date of execution upon approval by both parties.
- 1.3 Bidder shall submit bid documents and all supporting material via e-bid.
- 1.4 All inquiries regarding these specifications shall be directed via e-mail or faxed written request to Rachelle Hinze, Buyer (rhinze@lincoln.ne.gov) or fax: (402) 441-6513.
 - 1.4.1 These inquiries and/or responses shall be distributed to prospective bidders electronically as an addenda..
 - 1.4.2 No direct contact is allowed between Contractor and other Owner's staff throughout the bid process.
 - 1.4.2.1 Failure to comply with this directive may result in Contractor bid being rejected.
- 1.5 Pricing shall not deviate from those listed in e-bid for a period of one year from date of execution unless stated in the attribute section.
 - 1.51 Any price deviation shall be sent on company letterhead to City of Lincoln, Purchasing to amend the contract with a 30 day notification.

2. RESPONSIBILITIES OF THE CONTRACTOR

- 2.1 Testing, inspections and maintenance shall be completed on normal business days.
(Monday - Friday; 8:00am - 4:00pm).
 - 2.1.1 Contractor shall contact the department representative to schedule the inspection 24 hours prior to the service.
- 2.2 Contractor shall provide two (2) scheduled preventative maintenance services during the year which shall consist of 100% mechanical and electrical inspection of all kitchen suppression system and fire extinguishers for each suppression system.
- 2.3 All cleaning, testing and inspections must comply with all City of Lincoln, State of Nebraska and Federal regulations for this type of service(s) as well as those of the National Fire Protection Association (NFPA) 17, 17a, 72, 96, or the latest edition of each, OSHA and manufacturers recommended procedure, as applicable.
- 2.4 Contractor must be licensed under the State of Nebraska and show proof at the time of the contract.
- 2.5 Emergency requests shall be responded to within a 2 hour period, 24 hours a day.
- 2.6 Contractor shall attach a maintenance testing tag to each fire suppression system with the inspector's initials, date, and confirmation on maintenance/inspections performed.

- 2.7 Fusible links shall be changed semi-annually
 - 2.7.1 Where fusible links are used, the manufacture and the installation dates for the links shall be marked on the system inspection tab.
- 2.8 A signed and dated log of maintenance and a certificate showing date of exhaust system inspection of cleaning shall be available in the departments representatives office.
- 2.9 Wet chemical fire-extinguishing system shall comply with standard UL 300.
- 2.10 If repairs are needed the contractor shall provide an estimate of repairs prior to servicing the system to the department representative.
 - 2.10.1 Estimates shall be signed by designated department representative prior to completion of work.
- 2.11 Contractor shall furnish a one year labor and materials for any repairs.
- 2.12 Unit price shall include a flat rate amount for services specified including the cost of labor, direct and indirect cost, travel, fuel, delivery of items needing repaired.
- 2.13 Fuel surcharges or any other charges are **NOT** acceptable for this service.
- 2.14 Contractor shall not be allowed to bill an additional trip charge to retrieve the needed materials, supplies, equipment and parts that are needed for repairs.
- 2.15 If required as a result of a test, inspection or service call any device indicating trouble shall be adjusted for proper operation.
- 2.16 Any invoices that are presented for payment, that do not have a signed work order backup, by an Owner's representative, will not be paid by the Owners.
- 2.17 All parts replaced must be U.L approved
- 2.18 If equipment requires parts/replacement it shall be at the Owner's expense.
 - 2.18.1 Contractor shall obtain all applicable permits and inspection necessary for completion of repairs.
- 2.19 Sufficient amounts of spare parts for all systems shall be maintained at all times by the service company to prevent an extended shutdown due to the malfunction of the systems.

3. EXAMINATION OF THE EQUIPMENT AND PREMISES

- 3.1 The contractor shall take all precautions to protect the Owner's property from injury and be held responsible for all employees or any person or persons, instruments or devices directly or indirectly employed by him.
- 3.2 Any corresponding damages shall be replaced, repaired, and paid by the Contractor to the satisfaction of all parties.

4. REFERENCES

- 4.1 Contractor shall give two references to include a contact person, address, telephone number and a listing of the type of work completed for them.
 - 4.1.1 References shall be included in the e-bid response either in the attribute section or as a Contractor Response Attachment.

5. TERMINATION OF CONTRACT

- 5.1 This contract may also be terminated by either party upon thirty (30) days prior notice in writing to the other party.
 - 5.1.1 The Owner may terminate this contract immediately, under breach of contract, if the Contractor fails to perform in accordance with the terms and conditions.
 - 5.1.2 In the event of any termination of contract by the Contractor, the Owner may purchase such supplies and/or services similar to those so terminated, and for the duration of the contract period the Contractor will

be liable for all costs in excess of the established contract pricing.

SPECIAL PROVISIONS FOR TERM CONTRACTS

PURCHASING DEPARTMENT CITY OF LINCOLN/LANCASTER COUNTY, NEBRASKA

1. ESTIMATED QUANTITIES

- 1.1 The quantities set forth in the line items and specification document are approximate and represent the estimated requirements for the contract period.
- 1.2 Items listed may or may not be an inclusive requirements for this category.
- 1.3 Category items not listed, but distributed by bidder are to be referred to as kindred items. Kindred items shall receive the same percentage of discount or pricing structure as items listed in the specification document.
- 1.4 The unit prices and the extended total prices shall be used as a basis for the evaluation of bids. The actual quantity of materials necessary may be more or less than the estimates listed in the specification document, but the City/County shall be neither obligated nor limited to any specified amount. If possible, the Owners will restrict increases/decreases to 20% of the estimated quantities listed in the specification document.

2. CONTRACT PERIOD

- 2.1 The material shall be delivered as ordered during the contract period, beginning from the date of contract execution and ending as indicated in the specifications or in the Attribute Section of the bid.
- 2.2 Bidder must indicate in the Bid, if extension renewals are an option.
- 2.3 By mutual consent of both parties it is understood and agreed that the contract may be renewed at the same prices and/or under the same conditions governing the original contract.

3. BID PRICES

- 3.1 Bidders must state in the Attribute Section if the bid prices will remain firm for the full contract period; or if the bid prices will be subject to escalation/de-escalation.
- 3.2 Escalation/De-escalation Clause: In the event that prevailing market conditions warrant an adjustment in bid prices contained in the contract, the following escalation/de-escalation clause shall be the only clause applicable or acceptable:
 1. Contractor shall give written notice to the Purchasing Agent of any proposed changes from contract prices not less than thirty (30) calendar days prior to the effective date of said price changes.
 2. Such notice must be accompanied by a certified copy of the supplier's advisory or notification to the contractor of price changes.
 3. No price escalation will be authorized in excess of the amount of the increase referred to on the supplier's notice.
 4. Purchasing shall issue a contract Addendum with revised pricing upon receipt and approval. The Addendum will be executed by both parties for the remaining term of the contract.
 5. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.
 6. Approved price changes are not applicable to orders already issued and in process at time of price change.

7. Purchasing reserves the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

8. The Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interests of the City/County.

9. If in the opinion of the Purchasing Agent any proposed increase is found unacceptable, the Purchasing Agent reserves the right to cancel the contract upon thirty (30) calendar days written notice.

10. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Contractor will put the Purchasing Agent on the mailing lists for such publication so that the Purchasing Agent can monitor said changes. Such membership will be no cost to the Owners.

4. CONTRACT ADMINISTRATION

- 4.1 The Purchasing Division will issue a Contract to all successful bidders. Such contract will incorporate the specifications and all other forms used during the bid process.
- 4.2 Orders for materials will be made as needed by the various Agencies following execution by all parties.
- 4.3 Contractor may be asked to assist the Purchasing Agent with the development of a list of repetitively purchased commodities, to periodically update such list, and to assist in the development of a list of suitable substitutions.
- 4.4 Contractor shall provide technical advice upon request, and assist in the evaluation of new products.
- 4.5 Contractor shall monitor orders to ensure the highest possible fill rate and minimize back-orders.

5. QUARTERLY REPORT

- 5.1 Upon request, the contractor shall provide to the Purchasing Agent a quarterly report, showing all purchases made under the terms and conditions of the contract.
- 5.2 Such quarterly report shall itemize the following information:
 1. Each ordering department.
 2. Items and quantities purchased by department.
 3. Total dollar amount of purchases by department.

**Addendum #1
for
Annual Requirements for
Fire Suppression Inspection, Testing and Maintenance
Quote 4913**

Addenda are instruments issued by the City prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction.

Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

Be advised of the following changes and clarifications to the City's specification and bidding documents:

Q. How many hood fire suppression system cover each hood? For example one system with two tanks can protect two hoods so this would be bid out as one system with additional tanks which is still one system.?

| | | |
|-----------|--------------------|---------|
| A. | Room C511 | 2 tanks |
| | Room A521 | 1 tank |
| | Level 4 Pizza Oven | 1 tank |
| | Room C305 | 1 tank |
| | Room D305 | 2 tanks |
| | Room D314 | 2 tanks |
| | Room A305 | 2 tanks |
| | Club Room | 1 tank |
| | Room D157 | 1 tank |
| | Room A113B | 6 tanks |

Q. Is a bid bond necessary?

A. The bid bond has been removed from the bid

NOTE the performance and payment bond has been changed to \$3,000.00.

All other terms and conditions shall remain unchanged.

Dated this 25th day of August, 2014.

Shelly Hinze,
Buyer

**Addendum #2
for
Annual Requirements for
Fire Suppression Inspection, Testing and Maintenance
Quote 4913**

Addenda are instruments issued by the City prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction.

Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

Be advised of the following changes and clarifications to the City's specification and bidding documents:

NOTE: Bid closing date has been changed to Wednesday, September 3, 2014 at 11:00am.

- Q.** Will the City of Lincoln follow the current NFPA 17, 17A & 96 requirements, which states that any service technician providing system inspection must have proper certification to do so? If so, will other companies that are not authorized distributors, or who will not have manufactures certification or training, and do not receive regular bulletins and manuals be accepted for the contract?
- A.** Per section 2.3 of the specifications All cleaning, testing and inspections must comply with all City of Lincoln, State of Nebraska and Federal regulations for this type of service(s) as well as those of the National Fire Protection Association (NFPA) 17, 17a, 72, 96, or the latest edition of each, OSHA and manufacturers recommended procedure, as applicable.

Vendor shall submit a copy of manufacturer(s) certification licensing and/or training of the suppression systems they are certified in.

All other terms and conditions shall remain unchanged.

Dated this 28th day of August, 2014.

Shelly Hinze,
Buyer

Invoice

| Date | Invoice # |
|----------|-----------|
| 4/7/2014 | C22482 |

| |
|------------------------------------------------------|
| Bill To |
| AGING PARTNERS 1005 O STREET LINCOLN, NE 68508 |

| |
|---------------------------------------------------------------------------------------------------------------|
| Ship To |
| AGING PARTNERS 1005 O STREET LINCOLN, NE 68508 ROBERT 402-441-6102/CELL:402-525-5662 402-441-7070 |

| P.O. No. | Terms | Due Date | Account # | WO Number |
|----------|--------|----------|-----------|-----------|
| | Net 30 | 5/7/2014 | | |

| Qty | Item | Description | Rate | Amount |
|--------------------------------------------------------------------------------------------------------------------------|-----------|----------------------------------|------|--------|
| 1 | KIDDESERV | KIDDE FIRE CONTROL SYSTEM SERV - | | |
| 1 | SEMIANN | SEMI ANNUAL MAINTENANCE | | |
| 3 | G360ML | 360 DEGREE FUSIBLE LINK | | |
| | | TAX EXEMPT | | |
| <p style="text-align: center;">APPROVED</p> <p style="text-align: center;">DATE: <u>4-17-14</u> BY: <u>RL</u></p> | | | | |

| | |
|--|--------------|
| | Total |
|--|--------------|

| | |
|--|--------------------|
| | Balance Due |
|--|--------------------|

| Phone # | Fax # | Email Address: | Web Site |
|---------|-------|----------------|----------|
| | | | |

AUTOMATIC FIRE SUPPRESSION SYSTEM INSPECTION REPORT

Date 5-15-14 Work Order No. _____ ☒ Semi-Annual ☐ Acceptance

INCOIN, IN

Customer: City of Lincoln Info. Services
 Address: 233 S 10th St. Lincoln, NE.
 Contact: Robin Muller 402-441-7041
 Protected Area: 2-zones Computer room & storage room
 Address: Same
 Panel Mfg. & Model: Fike Cheetah Agent Halon 1301
 Monitored By: Deco ☐ Directly ☒ VIA Fire Alarm System

Explanation of markings

- ☒ PASSED
☐ NOT APPLICABLE
☒ SEE COMMENTS

SIGNALING DEVICES

☒ Smoke Detectors QUANTITY
 Ionization Type
 Photoelectric Type 2-16 18
 Heat Detectors
 Flame Detectors
☒ Manual Stations 2

AUDIBLE ALARM DEVICES

TYPE
☒ 1st Alarm Bell 1
☒ Pre-Discharge Siren 1
☒ Discharge Bell - Siren 1

VISUAL ALARM DEVICES

☒ 1st Alarm 1
☐ Pre-Discharge
☒ Discharge 1

DISCHARGE FUNCTIONS

☒ Time Delay (Seconds) 30
☒ Release Circuits 2
☒ Release Modules, Heads or Solenoids 9
☒ Abort Switches 2

AUXILIARY RELAYS

FUNCTION

☒ 1st Alarm FACP
☒ Pre-Discharge AHU shutdown
computer room only
☐ Discharge
☒ Trouble FACP

GENERAL SYSTEM AND AREA CHECKS

☒ System Operation on Batteries (Date Due) 2018
☒ Batteries Under One Amp Load (Volts) 27
☐ Annunciators
☐ Panel Lights
☐ Auxiliary Power Supply (Volts)
☒ Area Integrity and Design Unchanged
☒ Piping and Nozzles Secure
☒ Sub-Floor Clean
☒ Portable Fire Extinguishers Current
☐ Personnel Instructed on system Operation
☐ Personnel Declined Operating Instructions

VISUAL CONTAINER INSPECTION

☒ Cylinder Condition (Quantity) 4
☒ Pressure OK
☐ Level Readings
☐ Hydro-Test Current (Date Due)
☒ 10-Year Initiator Replacement (Date Due) 2017

Comments: Some ceiling tiles are missing and have holes.
Recommend that room is sealed better, including around doors.
Some smoke det in sub-floor are not properly secure.

INSPECTOR _____ LICENSE # _____

CLIENT _____

I have been advised of the above problem(s), but DO NOT authorize repair at this time.

REPORT OF INSPECTION - RANGEHOOD EXTINGUISHING SYSTEM

DATE OF INSPECTION 11-13-13

NAME OF FACILITY: Belmont Rec Center
ADDRESS: 1234 Judson
CITY: Lincoln
OCCUPIED AS: Same
SEND REPORT TO: _____

131

REASON FOR REPORT: () INITIAL INSTALLATION; (X) SEMI-ANNUAL INSP.; () ANNUAL INSP.; OTHER (specify): _____

SYSTEM MANUFACTURER AND MODEL: Kidde Aqua Blue

1. TYPE OF SYSTEM: () DRY-CHEMICAL; (X) WET-CHEMICAL; () HALON; () CARBON DIOXIDE; OTHER (specify): _____

2. EXTINGUISHING AGENT: () POTASSIUM BICARBONATE; () MONAMMONIUM PHOSPHATE; () SODIUM BICARBONATE;
() POTASSIUM CHLORIDE; () UREA POTASSIUM BICARBONATE; () HALON
() CARBON DIOXIDE; (X) WATER AND POTASSIUM CARBONATE-BASED CHEMICAL; () WATER AND POTASSIUM ACETATE-BASED CHEMICAL; OTHER (specify): _____3. AMOUNT OF AGENT: 2.5 LBS/GAL; NO. OF AGENT CONTAINERS 1 DATE AGENT CHANGED/CHARGED 20044. NOZZLES: TOTAL NO. INSTALLED 3; FOR SURFACE 1, DUCT 1, PLENUM 1, OTHER (specify): _____

5. PIPING: CORRECT SIZE (X) YES () NO; PROPERLY INSTALLED (X) YES () NO; FREE OF PHYSICAL DEFECTS/OBSTRUCTIONS (X) YES () NO

6. DETECTION DEVICES: (X) FUSIBLE METAL ALLOY TYPE LINKS; () BULB TYPE; () HEAT DETECTORS; OTHER (specify): _____
TEMPERATURE RATING 1-360 Nov 137. EQUIPMENT PROTECTED: () DEEP FRYERS, NO. _____; () GRILLS, NO. _____; (X) RANGE TOP, NO. OF BURNERS 4;
() GRIDDLES, NO. _____; () CHAR-BROILERS, NO. _____; () UPRIGHT BROILERS, NO. _____; OTHER (specify): _____8. EXPELLANT: () CARBON DIOXIDE CARTRIDGE - _____ WT.; () NITROGEN CARTRIDGE - _____ PSI NORMAL PRESSURE;
PRESSURIZED CYLINDER 175 PSI; () COMPRESSED AIR, (X) NITROGEN; OTHER (specify): _____9. AUTOMATIC SHUTDOWN: (X) YES () NO; FOR (X) ELECTRICITY () FUEL; TYPE FUEL (specify): _____
FUEL LINE SIZE _____; TYPE, MAKE, AND MODEL OF SHUTDOWN DEVICE: Kidde
MANUAL RESET ONLY ON SHUTDOWN DEVICE (X) YES () NO; DEVICE OPERATES PROPERLY (X) YES () NO

10. MANUAL RELEASE: PROPER LOCATION (X) YES () NO; OPERATES PROPERLY (X) YES () NO

11. HYDROSTATIC TEST: DATE OF CURRENT HYDROSTATIC TEST 2014 THE FOLLOWING DEVICES WERE
TESTED: () PRESSURE CYLINDER(S); () AGENT CYLINDER(S); () VALVE ASSEMBLIES; AUXILIARY PRESSURE
CONTAINERS; OTHER (specify): _____12. ALARM: THE EXTINGUISHING SYSTEM ACTIVATES THE FIRE ALARM SYSTEM WHEN OPERATED? (X) YES () NO
IF YES, THE ALARM RECEIPT LOCATION WAS NOTIFIED BEFORE THE SYSTEM WAS TESTED (X) YES () NO; NAME OF PERSON
CONTACTED _____ AT _____
ALARM OPERATION WAS SATISFACTORY (X) YES () NO13. OTHER: ALL SAFETY DEVICES AND/OR SEALS ARE PROPERLY INSTALLED (X) YES () NO; A FULL SYSTEM TEST WAS CONDUCTED?
(X) YES () NO; OWNER HAS A COPY OF INSTALLATION/MAINTENANCE DOCUMENTS? (X) YES () NO; THE SYSTEM WAS
LEFT IN SERVICE AND WAS FULLY OPERATIONAL? (X) YES () NO

14. REMARKS: EXPLAIN ANY "NO" ANSWERS _____

REPORT OF INSPECTION - RANGEHOOD EXTINGUISHING SYSTEM

DATE OF INSPECTION 10-1-13

NAME OF FACILITY: Est. Rec

ADDRESS: 1225 Fst.

CITY: LINCOLN

OCCUPIED AS: _____

SEND REPORT TO: _____

REASON FOR REPORT: () INITIAL INSTALLATION: (☒) SEMI-ANNUAL INSP.: () ANNUAL INSP.: OTHER (specify): _____

SYSTEM MANUFACTURER AND MODEL: Ansul R-102

1. TYPE OF SYSTEM: () DRY-CHEMICAL; (☒) WET-CHEMICAL; () HALON; () CARBON DIOXIDE; OTHER (specify): _____

2. EXTINGUISHING AGENT: () POTASSIUM BICARBONATE; () MONAMMONIUM PHOSPHATE; () SODIUM BICARBONATE; () POTASSIUM CHLORIDE; () UREA POTASSIUM BICARBONATE; () HALON _____; () CARBON DIOXIDE; (☒) WATER AND POTASSIUM CARBONATE-BASED CHEMICAL; () WATER AND POTASSIUM ACETATE-BASED CHEMICAL; OTHER (specify): 1

3. AMOUNT OF AGENT: 3 LBS/GAL, NO. OF AGENT CONTAINERS 1 DATE AGENT CHANGED/CHARGED 2013

4. NOZZLES: TOTAL NO. INSTALLED 5; FOR SURFACE 3, DUCT 1, PLENUM 1, OTHER (specify): _____

5. PIPING: CORRECT SIZE (YES) NO: PROPERLY INSTALLED (☒) (NO); FREE OF PHYSICAL DEFECTS/OBSTRUCTIONS (☒) (NO)

6. DETECTION DEVICES: (☒) FUSIBLE METAL ALLOY TYPE LINKS; () BULB TYPE; () HEAT DETECTORS; OTHER (specify): _____; TEMPERATURE RATING 1-360° Oct 13

7. EQUIPMENT PROTECTED: () DEEP FRYERS, NO. _____; () GRILLS, NO. _____; (☒) RANGE TOP, NO. OF BURNERS 10; () GRIDDLES, NO. _____; () CHAR-BROILERS, NO. _____; () UPRIGHT BROILERS, NO. _____; OTHER (specify): _____

8. EXPELLANT: (☒) CARBON DIOXIDE CARTRIDGE - 44 WT.; () NITROGEN CARTRIDGE - _____ PSI NORMAL PRESSURE; PRESSURIZED CYLINDER _____ PSI; () COMPRESSED AIR; () NITROGEN; OTHER (specify): _____

9. AUTOMATIC SHUTDOWN: (☒) YES () NO; FOR (☒) ELECTRICITY (☒) FUEL; TYPE FUEL (specify): 695; FUEL LINE SIZE 3/4; TYPE, MAKE, AND MODEL OF SHUTDOWN DEVICE: Ansul; MANUAL RESET ONLY ON SHUTDOWN DEVICE (☒) YES () NO; DEVICE OPERATES PROPERLY (☒) YES () NO

10. MANUAL RELEASE: PROPER LOCATION (☒) YES () NO; OPERATES PROPERLY (☒) YES () NO

11. HYDROSTATIC TEST: DATE OF CURRENT HYDROSTATIC TEST 2013 THE FOLLOWING DEVICES WERE TESTED: () PRESSURE CYLINDER(S); () AGENT CYLINDER(S); () VALVE ASSEMBLIES; AUXILIARY PRESSURE CONTAINERS; OTHER (specify): _____

12. ALARM: THE EXTINGUISHING SYSTEM ACTIVATES THE FIRE ALARM SYSTEM WHEN OPERATED? (☒) YES () NO; IF YES, THE ALARM RECEIPT LOCATION WAS NOTIFIED BEFORE THE SYSTEM WAS TESTED (☒) YES () NO; NAME OF PERSON CONTACTED NFCO AT _____; ALARM OPERATION WAS SATISFACTORY (☒) YES () NO

13. OTHER: ALL SAFETY DEVICES AND/OR SEALS ARE PROPERLY INSTALLED (☒) YES () NO; A FULL SYSTEM TEST WAS CONDUCTED? (☒) YES () NO; OWNER HAS A COPY OF INSTALLATION/MAINTENANCE DOCUMENTS? (☒) YES () NO; THE SYSTEM WAS LEFT IN SERVICE AND WAS FULLY OPERATIONAL? (☒) YES () NO

14. REMARKS: EXPLAIN ANY "NO" ANSWERS _____

9/15/13

REPORT OF INSPECTION - RANGEHOOD EXTINGUISHING SYSTEM

DATE OF INSPECTION 5-15-13

NAME OF FACILITY: Star City Shores, s
 ADDRESS: 4376 S. 33rd
 CITY: Lincoln
 OCCUPIED AS: _____
 SEND REPORT TO: _____

REASON FOR REPORT: () INITIAL INSTALLATION; (X) SEMI-ANNUAL INSP.; () ANNUAL INSP.; OTHER (specify): _____

SYSTEM MANUFACTURER AND MODEL: Pyrochem PCL 240

1. TYPE OF SYSTEM: () DRY-CHEMICAL; (X) WET-CHEMICAL; () HALON; () CARBON DIOXIDE; OTHER (specify): _____

2. EXTINGUISHING AGENT: () POTASSIUM BICARBONATE; () MONAMMONIUM PHOSPHATE; () SODIUM BICARBONATE;
 () POTASSIUM CHLORIDE; () UREA POTASSIUM BICARBONATE; () HALON _____;
 () CARBON DIOXIDE; (X) WATER AND POTASSIUM CARBONATE-BASED CHEMICAL; () WATER AND POTASSIUM ACETATE-BASED CHEMICAL; OTHER (specify): _____

3. AMOUNT OF AGENT: _____

2.4 LBS/GAL.; NO. OF AGENT CONTAINERS 1 DATE AGENT CHANGED/CHARGED 2008

4. NOZZLES: TOTAL NO. INSTALLED 4; FOR SURFACE 2, DUCT 1, PLENUM 1, OTHER (specify): _____

5. PIPING: CORRECT SIZE (YES) NO: PROPERLY INSTALLED (YES) (NO); FREE OF PHYSICAL DEFECTS/OBSTRUCTIONS (YES) (NO)

6. DETECTION DEVICES: (X) FUSIBLE METAL ALLOY TYPE LINKS; () BULB TYPE; () HEAT DETECTORS; OTHER (specify): _____
 ; TEMPERATURE RATING 1- ML 300° May 13

7. EQUIPMENT PROTECTED: () DEEP FRYERS, NO. _____; () GRILLS, NO. _____; () RANGE TOP, NO. OF BURNERS _____;
 () CRIDDLES, NO. _____; () CHAR-BROILERS, NO. _____; () UPRIGHT BROILERS, NO. _____ (OTHER (specify)) H50g

8. EXPELLANT: () CARBON DIOXIDE CARTRIDGE - _____ WL; () NITROGEN CARTRIDGE - _____ PSI NORMAL PRESSURE;
 PRESSURIZED CYLINDER 175 PSI; () COMPRESSED AIR; (X) NITROGEN; OTHER (specify): _____

9. AUTOMATIC SHUTDOWN: (X) YES () NO; FOR () ELECTRICITY (X) FUEL; TYPE FUEL (specify) Gas
 FUEL LINE SIZE 3/4; TYPE, MAKE, AND MODEL OF SHUTDOWN DEVICE: Pyrochem
 MANUAL RESET ONLY ON SHUTDOWN DEVICE (X) YES () NO; DEVICE OPERATES PROPERLY (X) YES () NO

10. MANUAL RELEASE: PROPER LOCATION (X) YES () NO; OPERATES PROPERLY (X) YES () NO

11. HYDROSTATIC TEST: DATE OF CURRENT HYDROSTATIC TEST 2008 THE FOLLOWING DEVICES WERE TESTED: () PRESSURE CYLINDER(S); () AGENT CYLINDER(S); () VALVE ASSEMBLIES; AUXILIARY PRESSURE CONTAINERS; OTHER (specify): _____

12. ALARM: THE EXTINGUISHING SYSTEM ACTIVATES THE FIRE ALARM SYSTEM WHEN OPERATED? () YES (X) NO
 IF YES, THE ALARM RECEIPT LOCATION WAS NOTIFIED BEFORE THE SYSTEM WAS TESTED () YES () NO; NAME OF PERSON CONTACTED _____ AT _____
 ALARM OPERATION WAS SATISFACTORY () YES () NO

13. OTHER: ALL SAFETY DEVICES AND/OR SEALS ARE PROPERLY INSTALLED (X) YES () NO; A FULL SYSTEM TEST WAS CONDUCTED? (X) YES () NO; OWNER HAS A COPY OF INSTALLATION/MAINTENANCE DOCUMENTS? (X) YES () NO; THE SYSTEM WAS LEFT IN SERVICE AND WAS FULLY OPERATIONAL? (X) YES () NO

14. REMARKS: EXPLAIN ANY "NO" ANSWERS _____

INSTRUCTIONS TO BIDDERS

City of Lincoln, Nebraska, County of Lancaster, Public Building Commission

E-Bid

1. BIDDING PROCEDURE

- 1.1 Sealed bid, formal and informal, subject to Instructions and General Conditions and any special conditions set forth herein, will be received in the office of the Purchasing Division, 440 So. 8th St., Lincoln, NE 68508, until the bid closing date and time indicated for furnishing the City of Lincoln, Lancaster County and Building Commission, hereafter referred to as "Owners" the materials, supplies, equipment or services shown in the electronic bid request.
- 1.2 Bidders shall use the electronic bid system for submitting bids and must complete all required fields. If you do not care to bid, please respond to the bid request and note your reason.
- 1.3 Identify the item you will furnish by brand or manufacturer's name and catalog numbers. Also furnish specifications and descriptive literature if not bidding the specific manufacturer or model as listed in the specifications.
- 1.4 Any person submitting a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.5 Bids received after the time and date established for receiving bids will be rejected.
- 1.6 The Bidders and public are invited, but not required, to attend the formal opening of bids. At the opening, prices will be displayed electronically and/or read aloud to the public. The pricing is also available for immediate viewing on-line. No decisions related to an award of a contract or purchase order will be made at the opening.
- 1.7 If bidding on a construction contract, the City's Standard Specifications for Municipal Construction 2011 shall apply.
 - 1.7.1 Bidders may obtain this document from the City's Design Engineering Division of the Public Works & Utilities Department for a small fee.
 - 1.7.2 Said document can be reviewed at Design Engineering or the office of the Purchasing Division.
 - 1.7.3 Said document is available on the web site.
<http://www.lincoln.ne.gov/city/pworks/engine/dconst/standard/stndspec/index.htm>

2. BID SECURITY

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated on the bid.
 - 2.1.1 Bid security, if required, shall be in the amount specified on the bid. The bid security must be scanned and attached to the "Response Attachments" section of your response or it can be faxed to the Purchasing Office at 402-441-6513. The original bid security should then be sent or delivered to the office of the Purchasing Division, 440 S. 8th St., Ste. 200, Lincoln, NE 68508 to be received within three (3) days of bid closing.
 - 2.1.2 If bid security is not received in the Office of the Purchasing Division as stated above, the vendor may be determined to be non-responsive.
- 2.2 If alternates are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful Bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful Bidder(s) as follows:
 - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the Owners.
 - 2.4.2 For all other contracts: upon approval by the Owners of the executed contract and bonds.
- 2.5 Owners shall have the right to retain the bid security of Bidders to whom an award is being considered until either:
 - 2.5.1 A contract has been executed and bonds have been furnished.
 - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
 - 2.5.3 All bids have been rejected.
- 2.6 Bid security will be forfeited to the Owners as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:
 - 2.6.1 If the Bidder fails or refuses to enter into a contract on forms provided by the Owners, and/or if the Bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

3. BIDDER'S REPRESENTATION

- 3.1 Each Bidder by electronic signature and submitting a bid, represents that the Bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 3.2 Each Bidder for services further represents that the Bidder has examined and is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

4. CLARIFICATION OF SPECIFICATION DOCUMENTS

- 4.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.
- 4.2 Bidders desiring clarification or interpretation of the specification documents for formal bids shall make a written request which must reach the Purchasing Agent at least five (5) calendar days prior to the date and time for receipt of formal bids.
- 4.3 Changes made to the specification documents will be issued electronically. All vendors registered for that bid will be notified of the addendum. Subsequent Bidders will only receive the bid with the addendum included.
- 4.4 Oral interpretations or changes to the bidding documents made in any manner other than written form will not be binding on the Owners; and Bidders shall not rely upon such interpretations or changes.

5. ADDENDA

- 5.1 Addenda are instruments issued by the Owners prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 5.2 Addenda notification will be made available to all registered vendors immediately via e-mail for inspection on-line.
- 5.3 No formal bid addendums will be issued later than forty-eight (48) hours prior to the date and time for receipt of formal bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.

6. INDEPENDENT PRICE DETERMINATION

- 6.1 By signing and submitting this bid, the Bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder prior to bid opening directly or indirectly to any other Bidder or to any competitor; no attempt has been made, or will be made, by the Bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

7. ANTI-LOBBYING PROVISION

- 7.1 During the period between the bid advertisement date and the contract award, Bidders, including their agents and representatives, shall not lobby or promote their bid with any member of the City or County staff or officers except in the course of Owner sponsored inquiries, briefings, interviews, or presentations, unless requested by the Owners.

8. BRAND NAMES

- 8.1 Wherever in the specifications or bid that brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 8.2 It is the Bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the Owners that said item is equal to, or better than, the product specified.
- 8.3 Bids for alternate items shall be stated in the appropriate space on the e-bid form, or if the proposal form does not contain blanks for alternates, Bidder MUST attach to its bid document on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation.
- 8.4 The Bidder must indicate any variances by item number from the specification document no matter how slight.
- 8.5 If variations are not stated in the bid, it will be assumed that the item being bid fully complies with the Owners' bidding documents.

9. DEMONSTRATIONS/SAMPLES

- 9.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the Owners.
- 9.2 Such demonstration can be at the Owners delivery location or a surrounding community.
- 9.3 If items are small and malleable, the Bidder is proposing an alternate product, the Bidder shall supply a sample of the exact item. Samples will be returned at Bidder's expense after receipt by the Owners of acceptable goods. The Bidder must indicate how samples are to be returned.

10. DELIVERY (Non-Construction)

- 10.1 Each Bidder shall state on the bid the date upon which it can make delivery of all equipment or merchandise.
- 10.2 The Owners reserve the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the bid.
- 10.3 All bids shall be based upon **inside** delivery of the equipment/ merchandise F.O.B. the Owners at the location specified by the Owners, with all transportation charges paid.
- 10.4 At the time of delivery, a designated Owner employee will sign the invoice/packing slip. The signature will only indicate that the order has been received and the items actually delivered agree with the delivery invoice. This signature does not indicate all items met specifications, were received in good condition and/or that there is not possible hidden damage or shortages.

11. WARRANTIES, GUARANTEES AND MAINTENANCE

- 11.1 Copies of the following documents, if requested, shall accompany the bid proposal for all items being bid:
 - 11.1.1 Manufacturer's warranties and/or guarantees.
 - 11.1.2 Bidder's maintenance policies and associated costs.
- 11.2 As a minimum requirement of the Owners, the Bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the Owners. Replacement parts of defective components shall be shipped at no cost to the Owners. Shipping costs for defective parts required to be returned to the Bidder shall be paid by the Bidder.

12. ACCEPTANCE OF MATERIAL

- 12.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 12.2 Material delivered under this proposal shall remain the property of the Bidder until:
 - 12.2.1 A physical inspection and actual usage of the material is made and found to be acceptable to the Owners; and
 - 12.2.2 Material is determined to be in full compliance with the bidding documents and accepted proposal.
- 12.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, the Owners reserves the right to cancel the order upon written notice to the Bidder and return materials to the Bidder at Bidder's expense.
- 12.4 Awarded Bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the Owner, as required by the specification documents or purchase orders.
- 12.5 Awarded Bidder's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

13. BID EVALUATION AND AWARD

- 13.1 The electronic signature shall be considered an offer on the part of the Bidder. Such offer shall be deemed accepted upon issuance by the Owners of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 13.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each Bidder so agrees in submitting the bid.
- 13.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 13.4 The bid will be awarded to the lowest responsible, responsive Bidder whose bid will be most advantageous to the Owners, and as the Owners deem will best serve the requirements and interests of the Owners.
- 13.5 The Owners reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, with or without alternates, by groups, or "lump sum"; to waive minor irregularities in bids; such as shall best serve the requirements and interests of the Owners.
- 13.6 In order to determine if the Bidder has the experience, qualifications, resources and necessary attributes to provide the quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit additional information as deemed necessary by the Owners. Failure to provide the information requested to make this determination may be grounds for a declaration of non-responsive with respect to the Bidder.
- 13.7 The Owners reserves the right to reject irregular bids that contain unauthorized additions, conditions, alternate bids, or irregularities that make the Bid Proposal incomplete, indefinite or ambiguous.
- 13.8 Any governmental agency may piggyback on any contract entered into from this bid.

14. INDEMNIFICATION

- 14.1 The Bidder shall indemnify and hold harmless the Owners from and against all losses, claims, damages, and expenses, including, attorney's fees arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Bidder, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Bidder to indemnify or hold harmless the Owners for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the Owners.
- 14.2 In any and all claims against the Owners or any of its members, officers or employees by an employee of the Bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 14.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the Bidder or any subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts.

15. TERMS OF PAYMENT

- 15.1 Unless stated otherwise, the Owners will begin processing payment within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

16. LAWS

- 16.1 The laws of the State of Nebraska shall govern the rights, obligations, and remedies of the parties under this proposal and any contract reached as a result of this process.
- 16.2 Bidder agrees to abide by all applicable local, state and federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.

17. EQUIPMENT TAX ASSESSMENT

- 17.1 Any bid for public improvement shall comply with Nebraska Revised Statutes Section 77-1323 and 77-1324. Indicating; every person, partnership, limited liability company, association or corporation furnishing labor or material in the repair, alteration, improvement, erection, or construction of any public improvement shall sign a certified statement which will accompany the contract. The certified statement shall state that all equipment to be used on the project, except that acquired since the assessment date, has been assessed for taxation for the current year, giving the county where assessed.

18. AFFIRMATIVE ACTION

- 18.1 The City of Lincoln-Lancaster County provides equal opportunity for all Bidders and encourages minority businesses, women's businesses and locally owned business enterprises to participate in our bidding process.

19. INSURANCE

- 19.1 All Bidders shall take special notice of the insurance provisions required for all City/County and Building Commissions contracts (see *Insurance Requirements for City, County, Building Commission*).

20. EXECUTION OF AGREEMENT

- 20.1 Depending on the type of service and commodity provided, one of the following methods will be employed. The method applicable to this contract will be checked below:

- ☐ a. **PURCHASE ORDER**, unless otherwise noted.
1. This Contract shall consist of a City of Lincoln, Lancaster County and City-County Public Building Commission Purchase Order.
 2. A copy of the Bidder's bid response (or referenced bid number) attached and that the same, in all particulars, becomes the contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents.
- ☒ b. **CONTRACT**, unless otherwise noted.
1. City, County and City-County Public Building Commission will furnish copies of a Contract to the successful Bidder who shall prepare attachments as required. Insurance as evidenced by a Certificate of Insurance (as required), surety bonds properly executed (as required), and Contract signed and dated.
 2. The prepared documents shall be returned to the Purchasing Office within 10 days (unless otherwise noted).
 3. The City, County and City-County Public Building Commission will sign and date the Contract.
 4. Upon approval and signature, the City, County and City-County Public Building Commission will return one copy to the successful Bidder.

21. TAXES AND TAX EXEMPTION CERTIFICATE

- 21.1 The Owners are generally exempt from any taxes imposed by the state or federal government. A Tax Exemption Certificate will be provided as applicable.
- 22.2 The Water Division of the City of Lincoln is taxable per Reg. 066.14A and no exemption certificate will be issued.

22. CITY AUDIT ADVISORY BOARD

- 22.1 All parties of any City agreement shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and shall make available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to the contract/order, as allowed by law.

23. E-VERIFY

23.1 In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section. For information on the E-Verify Program, go to www.uscis.gov/everify.

**INSURANCE CLAUSE TO BE USED FOR ALL CONTRACTS LANCASTER
COUNTY, NEBRASKA; PUBLIC BUILDING COMMISSION, CITY OF LINCOLN,
NEBRASKA
OWNERS**

The Contractor shall indemnify and save harmless the Owners from and against all losses, claims, damages, and expenses, including attorney's fees, arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Contractor, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Contractor to indemnify or hold harmless the Owners for any losses, claims, damages, and expenses arising out of or resulting from the negligence of the Owners.

Contractor shall not commence work under this contract until he has obtained all insurance required under this Section and such insurance has been approved by the Owners Attorneys, nor shall the Contractor allow any sub-contractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

- A. Worker's Compensation Insurance and Employer's Liability Insurance: The Contractor shall take out and maintain during the life of this contract the applicable statutory Worker's Compensation Insurance with an insurance company authorized to write such insurance in this state covering all his employees, and in the case of any work sublet, the Contractor shall require the subcontractor similarly to provide statutory Worker's Compensation Insurance for the latter's employees. The Contractor shall take out and maintain during the life of this contract, Employer's Liability Insurance with a limit of \$100,000 in an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each of his subcontractors similarly to maintain common law liability insurance on his employees.

| | |
|----------------------|-----------|
| State | Statutory |
| Applicable Federal | Statutory |
| Employer's Liability | \$100,000 |

B. General Liability Insurance

1. The Contractor shall maintain during the life of this contract, General Liability Insurance, naming and protecting him and the Owners, its officials, employees and volunteers as insured, against claims for damages resulting from (a) bodily injury, including wrongful death, (b) personal injury liability, and (c) property damage which may arise from operations under this contract whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. The minimum acceptable limits of liability to be provided by such insurance shall be as follows:

| | |
|-------------------------------------------|------------------------------------------------------|
| Bodily Injury/Property Damage | \$2,000,000 each Occurrence \$2,000,000 Aggregate |
| Personal Injury Damage | \$1,000,000 each Occurrence |
| Contractual Liability | \$1,000,000 each Occurrence |
| Products Liability & Completed Operations | \$1,000,000 each Occurrence |

2. The General Liability Insurance required by the preceding paragraph shall include the following extensions of coverage:
- a. The coverage shall be provided under a Commercial General Liability form or similar thereto.
 - b. X.C.U. Coverage - if the contract requires any work procedures involving blasting, excavating, tunneling or other underground work, the liability coverage shall include Standard Blasting or Explosion Coverage, Standard Collapse Coverage, and Standard Underground Coverage commonly referred to as XCU Property Damage Liability.
 - c. The property damage coverage shall include a Broad Form Property Damage Endorsement or similar thereto.
 - d. Contractual Liability coverage shall be included.
 - e. Products Liability and/or Completed Operations coverage shall be included.
 - f. Personal Injury Liability coverage shall be included.

- C. Automobile Liability Insurance: The Contractor shall take out and maintain during the life of the contract such Automobile Liability Insurance as shall protect him against claims for damages resulting from bodily injury, including wrongful death, and property damage which may arise from the operations of any owned, hired, or non-owned automobiles used by or for him in any capacity in connection with the carrying out of this contract. The minimum acceptable limits of liability to be provided by such Automobile Liability Insurance shall be as follows:

| | |
|-----------------------------------|-----------------------------------|
| Bodily Injury and Property Damage | \$1,000,000 Combined Single Limit |
|-----------------------------------|-----------------------------------|

- D. Railroad Contractual Liability Insurance: If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing, Railroad Contractual Liability Endorsement (ISO® form CG24170196 or newer).
- E. Railroad Protective Liability: If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing or otherwise required by the Special Provisions or applicable requirements of an affected railroad, the Contractor shall provide Railroad Protective Liability Insurance naming the affected railroad/s as insured with minimum limits for bodily injury and property damage of \$2,000,000 per occurrence, \$6,000,000 aggregate, or such other limits as required in the Special Provisions or by the affected railroad. The original of the policy shall be furnished to the railroad and a certified copy of the same furnished to the Lancaster County Purchasing Department prior to any related construction or entry upon railroad premises by the Contractor or for work related to the Contract.
- F. Builder's Risk Insurance (For Building Construction Contracts Only): Unless otherwise specified where buildings are to be constructed under this contract, the Contractor shall provide and maintain fire, extended coverage, vandalism, and malicious mischief insurance, covering such building in an amount equal to one-hundred percent (100%) of the contract amount (minimum), as specified herein. Losses, if any, shall be made payable to the Owners and Contractor as their interest may appear. A Certificate of Insurance evidencing such insurance coverage shall be filed with the Owners by the time work on the building begins and such insurance shall be subjected to the approval of the Owners Attorneys.
- G. Minimum Scope of Insurance: All Liability Insurance policies shall be written on an "occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted by the Owners.
- H. Certificate of Insurance: All certificates of insurance shall be filed with the Owners on the standard ACCORD CERTIFICATE OF INSURANCE form showing the specific limits of insurance coverage required by the preceding Sections A, B, C, D, and showing the Owners as additional insured. Such certificate shall specifically state that insurance policies are to be endorsed to require the insurer to provide the Owners thirty days written notice of cancellation, non-renewal or any material reduction of insurance coverage.



Nebraska Resale or Exempt Sale Certificate

for Sales Tax Exemption

• Read instructions on reverse side/see note below

FORM

13

| NAME AND MAILING ADDRESS OF PURCHASER | | | NAME AND MAILING ADDRESS OF SELLER | | |
|-------------------------------------------------------------|-------------|-------------------|-----------------------------------------------------------|-------------|-------------------|
| Name City of Lincoln/SMG/Pinnacle Bank Arena | | | Name Jacobsen Fire Equipment Company | | |
| Street or Other Mailing Address 400 Pinnacle Arena Drive | | | Street or Other Mailing Address 140 W. Cornhusker Hwy. | | |
| City Lincoln | State NE | Zip Code 68508 | City Lincoln | State NE | Zip Code 68521 |

Check Type of Certificate

☐ Single Purchase

☒ Blanket

If blanket is checked, this certificate is valid until revoked in writing by the purchaser.

I hereby certify that the purchase, lease, or rental by the above purchaser is exempt from the Nebraska sales tax for the following reason:

Check One

☐ Purchase for Resale (Complete Section A)

☒ Exempt Purchase (Complete Section B)

☐ Contractor (Complete Section C)

SECTION A—Nebraska Resale Certificate

Description of Item or Service Purchased

I hereby certify that the purchase, lease, or rental of from the above seller is exempt from the Nebraska sales tax as a purchase for resale, rental, or lease in the normal course of our business, either in the form or condition in which purchased, or as an ingredient or component part of other property to be resold.

I further certify that we are engaged in business as a: ☐ Wholesaler ☐ Retailer ☐ Manufacturer ☐ Lessor
of Description of Product Sold, Leased, or Rented

If None, State Reason

and hold Nebraska Sales Tax Permit Number 01-

or Foreign State Sales Tax Number

State

SECTION B—Nebraska Exempt Sale Certificate

The basis for this exemption is exemption category 1 (Insert appropriate category as described on reverse of this form.)

If exemption category 2 or 5 is claimed, enter the following information:

Description of Item(s) Purchased

Intended Use of Item(s) Purchased

If exemption categories 3 or 4 are claimed, enter the Nebraska Exemption Certificate number. 05-

If exemption category 6 is claimed, seller must enter the following information and sign this form below:

Description of Item(s) Sold

Date of Seller's Original Purchase

Was Tax Paid when Purchased by Seller?

☐ YES ☐ NO

Was Item Depreciable?

☐ YES ☐ NO

SECTION C—For Contractors Only

1. Purchases of Building Materials or Fixtures:

☐ As an Option 1 or Option 3 contractor, I hereby certify that purchases of building materials and fixtures from the above seller are exempt from Nebraska sales tax. My Nebraska Sales or Consumer's Use Tax Permit Number is: 01-

2. Purchases Made Under Purchasing Agent Appointment on behalf of _____ (exempt entity):

☐ Pursuant to an attached Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax. Form 17, I hereby certify that purchases of building materials, and fixtures are exempt from Nebraska sales tax.

Any purchaser, or their agent, or other person who completes this certificate for any purchase which is other than for resale, lease, or rental in the regular course of the purchaser's business, or is not otherwise exempted from the sales and use tax under Neb. Rev. Stat. §§77-2701 through 77-27,135, shall in addition to any tax, interest, or penalty otherwise imposed, be subject to a penalty of \$100 or ten times the tax, whichever amount is larger, for each instance of presentation and misuse. With regard to a blanket certificate, this penalty shall apply to each purchase made during the period the blanket certificate is in effect. Under penalties of law, I declare that I am authorized to sign this certificate, and to the best of my knowledge and belief, it is correct and complete.

sign
here

Authorized Signature

Purchasing Agent

Title

Date

NOTE: Sellers must keep this certificate as part of their records. DO NOT SEND TO THE NEBRASKA DEPARTMENT OF REVENUE.

Incomplete certificates cannot be accepted.

www.revenue.ne.gov, (800) 742-7474 (toll free in NE and IA), (402) 471-5729

NOTE: This form cannot be used for the WATER Division of the City of Lincoln. The WATER Division is taxable per Reg. 066.14A or applicable laws.

6-134-1970 Rev. 3-2009
Supersedes 6-134-1970 Rev. 10-2007